## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Grand Design Inc.		04/22/2005	CORPORATION: MICHIGAN

#### **RECEIVING PARTY DATA**

Name:	Magus GmbH
Street Address:	Grabenstrasse 42
City:	Zug
State/Country:	SWITZERLAND
Postal Code:	6001
Entity Type:	Limited Liability Company: SWITZERLAND

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2444162	GRAND DESIGN

# **CORRESPONDENCE DATA**

Fax Number: (212)806-2560

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-806-5400 afisher@stroock.com Email: Correspondent Name: Jeffrey M. Mann Address Line 1: 180 Maiden Lane

Address Line 2: Stroock & Stroock & Lavan LLP Address Line 4: NEW YORK, NEW YORK 10038

#### DOMESTIC REPRESENTATIVE

Name: Jeffrey J. Mann Address Line 1: 180 Maiden Lane

Stroock & Stroock & Lavan LLP Address Line 2: Address Line 4: New York, NEW YORK 10038

> **TRADEMARK REEL: 003079 FRAME: 0984**

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NAME OF SUBMITTER:	Jeffrey M. Mann
Signature:	/jeffrey m. mann/
Date:	05/09/2005
Total Attachments: 5 source=Grand Design_1#page1.tif source=Grand Design_2#page1.tif source=Grand Design_3#page1.tif source=Grand Design_4#page1.tif source=Grand Design_5#page1.tif	

### TRADEMARK ASSIGNMENT

WHEREAS, GRAND DESIGN INC., a Michigan corporation located and doing business at 6353 14 Mile Road, Sterling Heights, Michigan 48312 ("Assignor"), is the owner of the trademark and the record owner of the trademark application and registration as set forth in Schedule A attached hereto and made a part hereof, as well as any other trademarks used by, applied for registration by, and/or registered by Assignor, and trade names used by Assignor (collectively, the "Trademarks"); and

WHEREAS, MAGUS GmbH, a company located and doing business at Grabenstrasse 42, 6001 Zug, Switzerland ("Assignee"), is desirous of acquiring all of Assignor's rights, title and interest in and to all the Trademarks, including the registrations and applications thereof, together with the goodwill of the businesses symbolized by the Trademarks being assigned;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Purchase and Sale Agreement dated March 17, 2005, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, all of Assignor's rights, title and interest in and to all the Trademarks, including the registrations and applications thereof, together with the goodwill of the businesses symbolized by the Trademarks being assigned; and in connection with any intent-to-use applications, Assignor also transfers to the Assignee, its successors and assigns, the business, or the portion of the business to which the Trademark pertains.

Assignor does also hereby sell, assign, transfer and set over unto Assignee, its successors, legal representatives and assigns, all claims for damages by reason of past infringement of the Trademarks, the right to sue for and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

ASSIGNOR hereby covenants that ASSIGNOR has full right to convey the full and exclusive interest herein assigned, and that ASSIGNOR has not executed, and will not execute, any agreement in conflict herewith.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, documents, instruments and assignments, and to perform any other reasonable acts, at Assignee's sole cost and expense, that (1) the Assignee may require in order to vest all of Assignor's rights, title and interest in and to the Trademarks in the Assignee; (2) may be required in states and countries foreign to the United States, to record Assignee as the owner of the Trademarks and registrations and applications herein assigned; and (3) the Assignee may require in any legal action that Assignee may take regarding the protection of the rights of Assignee in the Trademarks.

Assignor also agrees to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

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Assignor further authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any state or country foreign to the United States, whose duty it is to record trademark registrations, applications and title thereto, to record the Trademarks and title thereto as the property of the Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument.

GRAND DESIGN INC.

STATE OF WA)

county of ) Snohomish

: ss.:

On the 21 day of // 2005, before me personally came (u). Usung (so me known, who being by me duly sworn, did depose and say that he holds the office of score and say that he foregoing instrument, and that he was duly authorized to execute this Assignment on behalf of said corporation. unova J8m, luc.

Lucia M. Lun.

Notary Public

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M	AGUS GmbH		
By:	James C	Jama	·
	/		i
Title:	Executive	Ulle	President
Date	04 12	A	

STATE OF  $\mathcal{N}\mathcal{A}$  ) : ss.: COUNTY OF  $\mathcal{N}\mathcal{A}$  )

On the  $\frac{20^{16}}{10^{16}}$  day of  $\frac{1}{10^{16}}$ , 2005, before me personally came have  $\frac{1}{10^{16}}$  to me known, who being by me duly sworn, did depose and say that he holds the office of  $\frac{1}{10^{16}}$  of the Assignee described in and which executed the foregoing instrument, and that he was duly authorized to execute this Assignment on behalf of said corporation.

JEFFREY M. NEGRON
Notary Public, State of New York
No. 01 NE6107707
Qualified in Queens County
Certificate Filed in New York County
Commission Expires May 24, 2008

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# **SCHEDULE A**

Trademark	Client	Status	Case Number	Application Filing Number Date	Filing Date	Registration Number	Registration Registration Number Date
Grand Design	<b>LMS</b>	LMS Registered	1330	75867880	09-Dec-1999	75867880 09-Dec-19992444162	17-Apr-2001
Owner: Grand Design, Inc.							

US United States of America

Country:

**RECORDED: 05/09/2005**